

NOTICE TO PRESERVE AND REAFFIRM
THE DECLARATION OF RESTRICTIONS FOR WOODMONT TRACT 70

KNOW ALL MEN BY THESE PRESENTS, that **WOODMONT TRACT 70 HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association"), is a Florida not-for-profit corporation, whose post office address is c/o 8322 NW 74th Street, Tamarac, FL 33321

WHEREAS, the Association is the entity responsible for the administration, maintenance, repair and replacement of the property within Woodmont Tract 70 community / subdivision pursuant to the Declaration of Restrictions recorded on October 10, 1980 in Official Records Book 9175 at Page 236, et. seq. in the public records of Broward County, Florida (hereinafter referred to as "the Covenants") and a Supplemental Covenants recorded in Official Records Book 12736, page 721 et. seq. recorded August 8, 1985 (all collectively referred to as the "Covenants") which are attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Section 712.06, Florida Statutes, a notice of the special meeting of the Board of Directors ("Board") which was held on February 7, 2012, at 7:00p.m. ("Meeting") was mailed to all members of the Association at least seven (7) days prior to the Meeting. A copy of the proof of notice affidavit which has been executed by the President of the Association is attached hereto as Exhibit "B"; and

WHEREAS, at the Meeting, at least two-thirds (2/3) of the members of the Board approved the preservation of the Covenants and the recordation of this Notice to Preserve and Reaffirm in the Public Records of Broward County, Florida; and

WHEREAS, pursuant to Florida Statute Section 712.06, the Association desires to preserve and reaffirm Covenants recorded in Official Record Book 9175 at Page 236, et. seq., as amended from time to time, and Official Records Book 12736, page 721 et. se, as amended from time to time, all recorded in the public records of Broward County, Florida which affect the real property as set forth in the Legal Description(s) described in Exhibit "A", attached hereto and incorporated herein.

WHEREAS, the said Covenants were recorded for the mutual protection and benefit of all purported members of the Association and any successors or assigns who may from time to time acquire title in and to any of the aforementioned lots within Woodmont Tract 70, and any persons, corporations, or institutions who may from time to time hold mortgages encumbering and describing any of the aforementioned lots within Woodmont Tract 70; and

WHEREAS, nothing contained herein shall be construed to annul, waive, change or modify any of the restrictive covenants, conditions, agreements and provisions in Woodmont Tract 70 Covenants in that this instrument shall only serve to preserve Woodmont Tract 70 Covenants; and

(41)

NOW THEREFORE, in consideration of the foregoing, the Association files this Notice pursuant to Section 712.06, Florida Statutes, to preserve, reaffirm and protect Woodmont Tract 70 Covenants from extinguishment by virtue of the Marketable Record Title Act and to extend same for an additional period of thirty (30) years from the date of this instrument.

IN WITNESS WHEREOF, the Association has executed this Notice this 7 day of FEBRUARY, 2012.

WITNESSES:

WOODMONT TRACT 70 HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Doreen Broder
Signature of Witness

DOREEN BRODER
Print Name of Witness

[Signature]
Signature of Witness

BENJAMIN LEACE
Print Name of Witness

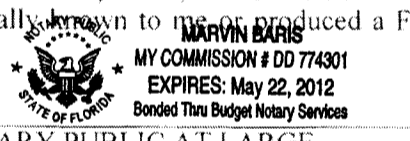
By: [Signature]
Print Name: BENJAMIN LEACE
Title: President

By: Doreen Broder
Print Name: DOREEN BRODER
Title: Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 7 day of FEB, 2012, by BEN LEACE and DOREEN BRODER, President and Secretary, respectively, of WOODMONT TRACT 70 HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who are personally known to me or produced a Florida Driver's License as identification.

[Signature]



NOTARY PUBLIC AT LARGE

MARVIN BARIS
Print of Type Notary Name
My Commission Expires:

This Document Prepared by:
David L. Brough, Esquire
Brough, Chadrow & Levine, P.A.
1900 North Commerce Parkway

Weston, FL 33326

PROOF OF NOTICE AFFIDAVIT

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared BENJAMIN LEACE who, after being first duly sworn, deposes and states the following:

1. I am the President of Woodmont Tract 70 Homeowners Association, Inc. ("Association").
2. The Board of Directors ("Board") scheduled a Special Meeting of the Board on **February 7, at 7:00 p.m., at the Woodmont Country Club, 7801 NW 80th Avenue, Tamarac, FL 33321**("Meeting"), for the purpose of the Board meeting to consider and vote upon the preservation of Woodmont Tract 70 Covenants in accordance with Chapter 712, Florida Statutes ("Marketable Records Title to Real Property").
3. In accordance with Section 712.05, Florida Statutes, the Association sent to all members of the Association notice of the Meeting no less than seven (7) days prior to the Meeting. Further, the notice contained the following statement:

The Board of Directors of Woodmont Tract 70 Homeowners Association, Inc. (the "Association") has taken action to ensure that Woodmont Tract 70 Declaration of Covenants recorded on October 10, 1980 in Official Records Book 9175 at Page 236, et. seq. of the public records of Broward County County, Florida, as may be amended from time to time and the Supplemental Declaration of Restrictions recorded on August 8, 1985 in Official Records Book 12736 at Page 721, et. seq. of the public records of Broward County County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Miami-Dade County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association. This Special Meeting of the Board of Directors shall be for the purpose of conducting a Board Member vote on the preservation of Woodmont Tract 70 Declaration of Covenants pursuant to the Marketable Record Title Act.

The real property (lots / parcels) subject to Woodmont Tract 70 Covenants as listed in the public records of Broward County, Florida and as more particularly described in Exhibit "A", attached hereto and incorporated herein.

If two-thirds (2/3rds) of the members of the Board approve the preservation of the covenants and restrictions of Woodmont Tract 70 Declaration of Covenants then the Association shall cause the notice required pursuant to Chapter 712, Florida Statutes, for the preservation of Woodmont Tract 70 Declaration of Covenants and Restrictions, to be recorded in the public records of Broward County, Florida. The notice shall become part of the Association's official records and shall be available to all members upon request.

Dated this 7 day of FEBRUARY, 2012.

By: [Signature]
Print Name: BENJAMIN LEACE
Title: PRESIDENT

STATE OF FLORIDA)
 :
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 7 day of FEB 2012 by BEN LEACE, as PRESIDENT of WOODMONT TRACT 70 HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me and/or has produced Florida Drivers Licence Number _____ as identification.



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: MARVIN BARIS
My Commission Expires:

80-29/386

DECLARATION OF RESTRICTIONS

FOR

WOODMONT TRACT 70, according to the Plat thereof, recorded in Plat Book 106, Page 30 of the Public Records of Broward County, Florida

CITY NATIONAL BANK OF MIAMI, as Trustee, under the provisions of a certain Trust Agreement dated the 14th day of September, 1978, and known as Trust No. 5003183, the owner of the foregoing described lands, does hereby impress upon said lands the covenants, restrictions, reservations and servitudes hereinafter set forth:

1. DEFINITIONS. As used in this Declaration of Restrictions, the following words have the following meanings:

- a. "Architectural Committee" means the Architectural Committee described in Paragraph 3 hereof.
- b. "Developer" means MONTWOOD, INC., a Florida corporation, and its successors in interest.
- c. "Lot" means a dwelling unit site as shown on the Site Plan of WOODMONT TRACT 70, annexed hereto as Exhibit "A".
- d. "Lot Owner" means the holder or holders of the fee simple title to a lot as defined herein.
- e. "Person" means a person, firm, association or corporation.
- f. "Subject Property" means all of the property within WOODMONT TRACT 70, according to the plat thereof, recorded in Plat Book 106, Page 30 of the Public Records of Broward County, Florida.
- g. "Story" when used to define height of buildings means a reasonable vertical distance (including structural components) between floors of residential units; not including two-floor roof structures and/or stair or elevator towers which are reasonably required by code, mechanical operation, or architectural treatment to extend above the top residential level.
- h. The use of any gender is deemed to include all genders; the use of the plural includes the singular.

2. RESTRICTIONS. The following restrictions shall be placed against every lot and shall run with and bind the land:

- a. Construction sheds and trailers may only be

THIS INSTRUMENT PREPARED BY AND RETURN TO: FREDERICK P. TIBALLI, ESQ. Tiballi and Brown P. O. Box 5648 Fort Lauderdale, FL 33310

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placed upon a lot or lots and remain there temporarily during the course of active construction, but otherwise no portable buildings or trailers may be placed upon a lot or lots. The location of construction sheds and trailers, including temporary sales trailers, must be approved by the Architectural Committee which shall require the installation of appropriate landscaping and temporary parking areas and approve the aesthetic appearance of said trailer or shed as well as any and all signage. A sales trailer may be maintained upon the property subject to the above, until a model home is completed within the Property.

b. No building shall exceed two stories in height unless specifically approved by the Architectural Committee, in the Architectural Committee's sole discretion, which approval shall be limited to three-stories in height.

c. No trade, business or any other type of commercial activity may be conducted upon any lot, unless the same is zoned for such use. This provision shall not, however, prohibit the temporary use of any lot or lots for use as a sales office from which will be sold portions of the subject property or improvements constructed hereto.

d. All portions of lots not improved with structures or paving shall be kept as lawn or grass, except those portions planted with trees, shrubs, bushes and other plantings. In addition, all lands forming portions of a public right-of-way going between the boundary of a lot and the pavement installed within the right-of-way or in the case of waterways an elevation of the normal design water level, shall be grassed by the adjacent and abutting lot owner and maintained by him as a portion of his lawn. All landscaped or grassed areas on a lot including those within adjacent public right-of-ways, shall be irrigated by an underground sprinkling system (including automatic timing mechanism).

e. No graveled or blacktopped or paved parking strips shall be permitted except as approved in writing by the Architectural Committee, which approval may be arbitrarily withheld.

f. No clothes poles or clothes-drying apparatus may be placed upon any lot unless the same is hidden from view from all streets and roads. All garbage and trash containers and oil and gas tanks shall be either placed below ground level or in walled or fenced areas so same may not be viewed at street level from any other lot or from any street or roadways or from any golf course.

g. No exterior radio, television or electronic antenna or aerial may be erected or maintained on any lot; provided, however, that the Architectural Committee may grant temporary permission to erect and maintain television antennas to the owners of any dwelling units which cannot be served by existing cable television facilities because of the present unavailability of such facilities and which do not have sufficient space between the roof of such unit and the ceiling immediately below such roof to install an indoor antenna. Such temporary outdoor antenna must be removed at such time as cable television facilities are available to serve such dwelling units.

h. No automobiles or other vehicles may be parked or stored upon any non-paved area nor upon any public right-of-way. No truck, commercial vehicle, trailer, camper, boat or boat trailer may be parked or stored overnight upon any lot unless within an enclosed garage, or upon any public

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or private right-of-way within the "Subject Property", except with the prior written approval of the Architectural Committee.

i. No hurricane or storm shutters shall be installed except of a type approved by the Architectural Committee.

j. No animals, livestock or poultry of any kind shall be kept, raised or bred within the confines of the "Subject Property" except dogs, cats and other household pets which may be kept thereon, provided they are not kept, bred or raised for any commercial purpose.

k. No building, fence, wall or other structure shall be erected or maintained upon any lot, nor shall any exterior addition, change or alteration thereof be made until plans and specifications showing the nature, kind, shape, dimension, height, material, landscaping and location of same shall have been submitted to and approved by the Architectural Committee. The Architectural Committee shall be permitted to employ aesthetic values in making its determination.

l. No docks, seawalks, boat landings, mooring posts or boathouses or ladders may be constructed except with the express written approval of the Architectural Committee as to the design, size, style, plan of construction and location. This approval may be arbitrarily withheld in any event.

m. The owners of all lots shall at all times maintain the lot, including the shrubbery and landscaping thereof in a neat, green and trim condition. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on any lot, and no refuse pile or other unsightly object shall be placed or allowed to remain thereon. The property, buildings, improvements and appurtenances shall be kept in a clean, neat and attractive condition and all buildings and structures shall be maintained in a finished, neat and attractive condition. All driveways and other paved or pebbled areas shall be kept in a neat and orderly condition. In the event the owner or owners of any lot fail to maintain such lot in accordance with the above requirements of this paragraph, the Developer and/or the Architectural Committee and their successors and assigns may:

- (1) enter upon the lot for the purpose of performing the maintenance necessary to comply with the provisions hereof, which entry shall not be deemed as a trespass, and
- (2) contract with third persons to perform the maintenance necessary to bring the lot and its improvements in compliance with the above provisions, which said third persons may do without committing trespass.

Prior to the exercise of either remedy (1) or remedy (2) above, the Developer or the Architectural Committee, their successors or assigns, as the case may be, shall mail written notice to the lot owner, at either the address of the lot or the last known address of the owner, advising the owner of the defects, and shall not proceed with either of

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said remedies unless the owner has failed to correct such defect within a period of thirty (30) days of mailing of such notice. All costs of curing of such defects, whether by the Architectural Committee, the Developer or third persons, shall be paid by the owner and shall become a lien against the lot upon the filing of a Notice of Lien among the Public Records of Broward County, Florida. Such lien may be enforced by foreclosure in the same manner as a mortgage. The cost of curing of such defects shall bear interest at the rate of ten (10%) per cent per annum from the date such costs were incurred, sustained or expended by the Developer or Architectural Committee, whichever is the sooner, until paid. In addition, the owner of the lot shall be obligated to pay a reasonable attorney's fees and all costs of collection in the event the sums due by the owner hereunder are collected through the services of an attorney. The lien above described shall secure this obligation to pay interest, attorney's fees and costs.

3. ARCHITECTURAL COMMITTEE. The "Architectural Committee" shall consist of three members selected by Developer, who shall have the right to change the membership thereof as the Developer deems appropriate. This duly constituted Committee or any member thereof shall be the authorized representative of Developer as defined in Paragraph 8. Any person desiring approval of any plans or specifications shall submit the same addressed to the "Architectural Committee" in care of MONIWOOD, INC., 7801 N.W. 80 Avenue, Tamarac, Florida, to the attention of Robert Post Fordham, or as otherwise designated by the Developer. Developer shall have the right to change the address for submission to the Architectural Committee by recording an amendment to this instrument among the Public Records of Broward County, Florida. Approval or disapproval by the Architectural Committee shall only be evidenced by a written instrument executed by at least one member of the Committee, provided, however, that should the Committee fail to act upon any submission to it within twenty-one (21) days from the receipt thereof by the Committee, such inaction shall be deemed approval of the submission. In the event that the Committee disapproves any proposed structure or exterior additional change or alteration, the Committee shall state the reasons for the disapproval.

4. INVALIDITY CLAUSE. Invalidation of any one or more of these covenants by a court shall in no way affect the other covenants, which shall remain in full force and effect.

5. EXISTENCE AND DURATION. The foregoing covenants, restrictions and servitudes shall be construed as covenants, restrictions and servitudes running with the land encumbered hereby, and shall remain in effect until the first day of January, 2022, or until cancelled and vacated by the Developer.

6. AMENDMENT. The terms hereof may be amended, modified, cancelled or vacated in whole or in part at any time by the Developer without the consent of or notice to any other person, and may be enforced only by the Developer and such other persons to whom the Developer grants the right of enforcement, and no other person shall be deemed beneficiaries hereof nor acquire any rights hereunder. Any amendment, modification, cancellation or vacation of the terms and conditions of this Declaration of Restrictions shall be

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effective upon the same being reduced to writing, executed by Developer, MONTWOOD, INC., and duly recorded in the Public Records of Broward County, Florida.

7. DEVELOPER APPROVAL TO BE IN WRITING. Wherever in this Declaration of Restrictions any approval by the Developer is required or permitted, or any action by the Developer is authorized or contemplated, such approval or action shall be evidenced by a written instrument executed by an authorized representative of the Developer.

8. DEVELOPER APPROVAL IS NOT GOVERNMENTAL APPROVAL. No approval by Developer or Architectural Committee shall constitute, suggest or guarantee approval by appropriate governmental entities within the scope of their respective jurisdictions; and obtaining such governmental approval, where appropriate, shall not be the responsibility of Developer or Architectural Committee.

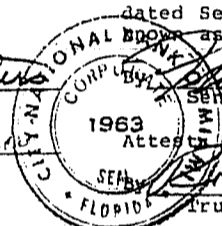
9. CITY NATIONAL BANK OF MIAMI ACTING SOLELY IN ITS TRUSTEE CAPACITY. This Declaration of Restrictions is executed by CITY NATIONAL BANK OF MIAMI, a national banking corporation, as Trustee, under the provisions of that certain Trust Agreement dated the 14th day of September, 1978, and known as Trust Number 5003183, solely in its capacity as Trustee, as ~~titlesholder~~ to the "Subject Property", and not in its independent corporate capacity and no liability hereunder may be asserted against its independent corporate capacity or against any beneficiary of the Trust for which said CITY NATIONAL BANK OF MIAMI is Trustee under that certain Trust Agreement dated the 14th day of September, 1978, and known as Trust Number 5003183.

IN WITNESS WHEREOF, the undersigned have herunto caused these presents to be executed this 7 day of October, 1980.

In the Presence of:

CITY NATIONAL BANK OF MIAMI,
as Trustee, under the provisions
of a certain Trust Agreement
dated September 14, 1978, and
known as Trust No. 5003183

Gratiana Peters
Robert M. Ridoll
Frank G. Brigance, III
Attest
Trust Officer
Senior Vice President



STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared FRANK G. BRIGANCE, III, as Senior Vice President, and ROBERT M. RIDOLL, as Corporate Trust Officer, of CITY NATIONAL BANK OF MIAMI, a

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United States banking corporation, as Trustee under the provisions of a certain Trust Agreement dated September 14, 1978, and known as Trust No. 5003183, to me known to be the Senior Vice President and Corporate Trust Officer, of the corporation described in, and who executed the foregoing instrument and they acknowledged before me that they executed the same in said capacity.

WITNESS my hand and official seal in the State and County last aforesaid, this 7 day of Oct, 1980.

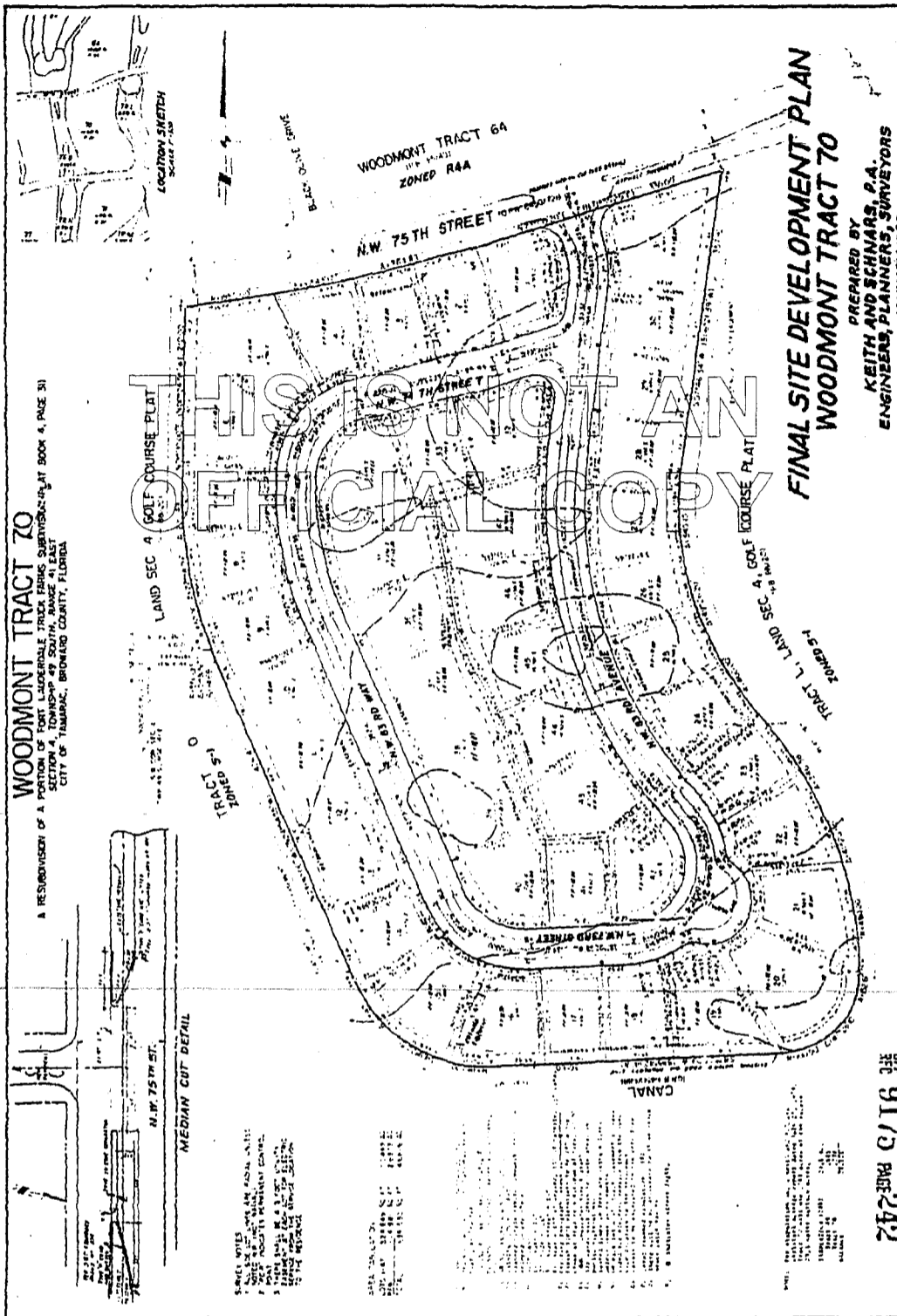
My commission expires:

J. W. Lucas
Notary Public

Notary Public, State of Florida at
My Commission Expires March 11

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REF 9175 PAGE 241



84- 57604

AMENDMENT SUPPLEMENTAL
DECLARATION OF RESTRICTIONS
FOR

85-264598

Designated Lots of WOODMONT TRACT 70, according to the plat thereof, as recorded in Plat Book 108, 106, Page 2/87 of the Public Records of Broward County, Florida; as said Designated Lots are more particularly described on Exhibit "A" attached hereto and made a part hereof.

WOODMONT CORP., the owner of the foregoing described Designated Lots, does hereby impress upon said Designated Lots the covenants, restrictions, reservations and servitudes, hereinafter set forth:

1. WOODMONT CORP. hereby acknowledges and re-adopts the Declaration of Restrictions as previously filed in O.R. Book 9175, Page 236 of the Public Records of Broward County, Florida, subject to the modification and additions as provided herein, provided if there is a conflict between the Declaration of Restrictions as recorded in O.R. Book 9175, Page 236 and these Amended Supplemental Declaration of Restrictions as they apply to the Designated Lots, as described in Exhibit "A" attached hereto, the Amended Supplemental Declaration of Restrictions for the Designated Lots shall prevail.

2. DEFINITIONS. As used in this Amended Supplemental Declaration of Restrictions, the following words have the following meanings.

a. "Architectural Committee" means the Architectural Committee described in Paragraph 3 hereof, which shall be the same "Architectural Committee" as described in Paragraph 3 of the Declaration of Restrictions as filed in O.R. Book 9175, Page 236 of the Public Records of Broward County, Florida.

b. "Developer" means WOODMONT CORP., a Florida corporation, and its successors in interest.

c. "Designated Lot" means a lot as shown on the plat of WOODMONT TRACT 70, according to the plat thereof, as recorded in Plat Book 106, Page 39 of the Public Records of Broward County, Florida, as specifically described on Exhibit "A" attached hereto, and any lot to which the owner of record thereof, subsequent to the date of the recording of this Amended Supplemental Declaration of Restrictions places of record in the Public Records of Broward County, Florida, a joinder and consent to these Amended Supplemental Declaration of Restrictions for the Designated Lots. (Designated Lot status be effective as of the date

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FREDERICK P. TIBALLI, ESQ.
Tiballi & Payne
Post Office Box 5648
Fort Lauderdale, FL 33310

THIS INSTRUMENT PREPARED BY AND RETURN TO:
NOTE: THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT SCRIVENOR'S
ERROR TO CORRESPOND WITH CORRECT DESIGNATION REFERENCED
IN PARAGRAPH 2C HEREOF.

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Handwritten initials and date: 7/27/85

of recording of said joinder and consent as to the respective lot for which a joinder and consent thereto has been recorded.)

d. "Designated Lot Owner" means the holder or holders of the fee simple title to a Designated Lot as defined herein.

e. "Person" means a person, firm association or corporation.

f. For the purpose of interpretation and applying the terms and conditions of the Declaration of Restrictions as filed in O.R. Book 9175, Page 236, as to WOODMONT TRACT 70, whenever the term Lot is used, it shall have equal meaning to the words Designated Lot as used in the Declaration of Restrictions and Amended Supplemental Declaration of Restrictions as they apply to the Designated Lot.

g. "Story" when used to define height of buildings means a reasonable vertical distance (including structural components) between floors of residential units, not including two-floor roof structures and/or stair or elevator towers which are reasonably required by code, mechanical operation, or architectural treatment to extend above the top residential level.

h. The use of any gender is deemed to include all genders; the use of the plural includes the singular.

i. "Association" means WOODMONT TRACT 70 HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors or assigns, a copy of the Articles of Incorporation and By-Laws of said corporation are attached hereto and made a part hereof as Exhibit "B".

j. "Board" means the Board of Directors of the Association.

k. "Common Areas" shall mean the entranceway to WOODMONT TRACT 70 located at N.W. 83 Avenue and N.W. 75 Street both in the City of Tamarac, Broward County, Florida, as shown upon the plat of WOODMONT TRACT 70, or as reflected in that certain agreement recorded in O.R. Book 9667, Page 538, of the Public Records of Broward County, Florida, which is hereby incorporated by reference hereto, together with all improvements constructed thereon, within the Subdivision, fixtures and liens for the lighting of the above entranceway. Said common areas may not be owned by the Association, but may be dedicated to the public or a governmental subdivision.

3. MAINTENANCE. The Association shall maintain the common areas, all improvements thereon, and shall maintain the shrubbery and

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DEF 12736 PAGE 722 - DEF 11488 PAGE 271

landscaping of the common areas, including spraying, fertilizing, mowing, edging, trimming and irrigating, at such times the Association, in its sole discretion, determines to be necessary or desirable, provided, however, the common areas and improvements thereon shall at all times be maintained to at least the minimum standards reasonably required by the City of Tamarac, Florida.

4. PAYMENT OF ASSOCIATION EXPENSES BY OWNER. The owner of each Designated Lot in the Subdivision is hereby made liable to the Association for a prorata share of the actual cost (including taxes and insurance) of the operation and maintenance of the common areas, and all other expenses of the Association.

Such prorata share of the actual cost shall be payable in equal monthly installments by each Designated Lot Owner to the Association commencing on the date of recordation hereof and shall be computed by dividing the total expenses of the Association for the preceding month by the number of Designated Lots; provided, however, that at no time prior to 1/1/86 shall the prorata share assessed against any Designated Lot exceed the monthly sum of Fifteen and 00/100 (\$15.00) DOLLARS. Each owner of a Designated Lot in the Subdivision agrees that the prorata share of the cost of the operation and maintenance of the common areas constitute a lien or charge upon such owner's Designated Lot, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall attach to be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the Designated Lot, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten (10%) per cent per annum from date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the Association when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including a reasonable attorney's fee. Upon full payment, the Designated Lot Owner shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien

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OFF REC 12736 PAGE 723 REC 11488 PAGE 272

of a mortgage or other lien held by any Institutional Lender. If Institutional Lender who holds a mortgage lien, shall accept and record a deed in lieu of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release the subordinate claim of lien. In any foreclosure by the Association, the Association shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the reasonable rental value of the Designated Lot and all improvements thereon. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

5. ASSOCIATION MEMBERSHIP. Each Designated Lot Owner shall automatically become a member of the Association, and each Designated Lot shall be entitled to one vote to be cast through the Designated Lot Owners. When such Designated Lot shall be cast by that Designated Lot Owner set forth in a certificate filed with the Association and signed by all persons owning an interest in said Designated Lot. In the event said certificate is not on file with the Association, no vote shall be cast for said Designated Lot.

6. ENFORCEMENT. These restrictions and requirements may be enforced by an action at law or in equity by any of the Designated Lot Owners in the subdivision, the Developer, or the Association. Subsequent to the date the Developer ceases to have at least one Designated Lot, Developer shall cease to have the right to enforce the restrictions and requirements of this Amended Supplemental Declaration of Restrictions in its capacity as Developer.

7. The Owner, WOODMONT CORP., hereby designates that the Declaration of Restrictions may be enforced in addition to the Developer and/or the Architectural Committee by the Association and that wherever in the original Declaration of Restrictions the enforcement and rights and privileges were limited to the Architectural Committee and/or the Developer, there shall be added thereto the Association.

Paragraph 3 of the Declaration of Restrictions as recorded in O.R. Book 9175, Page 236 is hereby amended to read that any person desiring approval of any plans or specifications shall submit the same addressed to the Architectural Committee in care of WOODMONT CORP., 7801

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N.W. 80 Avenue, Tamarac, Florida, to the attention of Mr. Jay Krinsky, or as otherwise designated by the Developer.

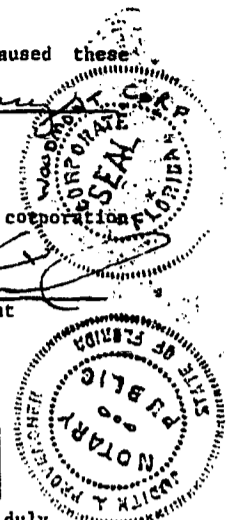
IN WITNESS WHEREOF, the undersigned has hereunto caused these presents to be executed this 17 day of February 1984.

Signed, sealed, and delivered in the presence of:

WOODMONT CORP., a Florida corporation

[Signature]
Shawn Napolitano
As to Woodmont

By [Signature]
Jay Krinsky, President



STATE OF FLORIDA
COUNTY OF PALM BEACH
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I HEREBY CERTIFY that on this day before me, an officer duly authorized in the County and State aforesaid, to take acknowledgments, personally appeared JAY KRINSKY, as President of WOODMONT CORP., a Florida corporation, and he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporation seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 17 day of February, 1984.

My commission expires:

[Signature]
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Oct. 10, 1997
BONDED THROUGH MUCKLEBERRY STATE
& HARVEY INSURANCE & BONDS INC

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EXHIBIT "A"
TO
AMENDMENT SUPPLEMENTAL
DECLARATION OF RESTRICTIONS
FOR WOODMONT TRACT 70

Lots 1 through 8, inclusive, Lot 10, Lot 12, Lot 15, Lot 18, Lot 19,
Lots 21 through 29, inclusive, and Lots 32 through 47 inclusive, of
WOODMONT TRACT 70, according to the Plat thereof, recorded in Plat Book
106, at Page 39 of the Public Records of Broward County, Florida

THIS IS NOT AN
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OFF 12736 PAGE 726
REC

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF 11488 PAGE 275
REC

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

Prepared by and return to:

ROSLYN C. LEWIN, ESQ.
ROSLYN C. LEWIN, P.A.
7975 W. MC NAB ROAD
TAMARAC, FL 33321

94-220379 T#001
05-04-94 06:15PM

AMENDMENT TO HOMEOWNER ASSOCIATION BY-LAWS

OF

WOODMONT TRACT 70 HOMEOWNERS ASSOCIATION, INC.

A FLORIDA CORPORATION NOT-FOR-PROFIT

AMENDMENT made this 12th day of April, 1994, by the Members of the Woodmont Tract 70 Homeowners Association, Inc., hereinafter called the "Members" as to that certain real property in Broward County, Florida, hereinafter called the "property", which is legally described as follows:

WOODMONT TRACT 70, according to the Plat thereof recorded in Plat Book 106, Page 39 of the Public Records of Broward County, Florida;

WHEREAS, the "members" are the owners of the the Property in fee simple; and

WHEREAS, a Declaration of Restrictions and By-Laws to that Declaration, herein called the "By-Laws", was recorded on October 10, 1980, at O.R Book 9175, Page 236, of the Public Records of Broward County, Florida, which the members of the Homeowners Association desire to amend;

NOW, THEREFORE, the members of the Association hereby amend the By-laws as follows:

- 1. Article IX; Rules and regulations of the By-Laws Section 3 is added to read as follows:

ARTICLE IX

Rules and Regulations

3. For Sale Signs. No signs shall be placed in public view on the homeowners property for the purpose of soliciting buyers or renters. Prohibited signs include but are not limited to the following: For Sale or Rent including real estate brokers or private owner designations, Open for Inspection, Signs which list telephone number(s) and By Owner signs. One Open House sign no larger than 6 X 24 inches may be placed on the Homeowner's property one day per week. In the event of a violation of this provision and notice by certified mail, return receipt to the owner at the address of the violation, the Association shall be entitled to \$25.00 per day penalty for each day the prohibited sign is posted. In addition, the Association shall be entitled to all remedies available at law and/or equity against the homeowner, including but not limited to collection of reasonable attorney's fees and costs associated with the legal proceedings or litigation necessitated by such a violation.

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2. Article IX; Rules and Regulations of the By-aws Section 4 and is added to read as follows:

ARTICLE IX

Rules and Regulations

4. Leasing: No Homeowner shall be entitled to lease may his or her property more than one time during any twelve month period. In the even tof a vioaltion, the Association shall be entitled to a \$25.00 per day penalty for each day a prohibited tenant occupies the property. The "A" shall also be entitled to all rememdiies available at law and/or equity against the Homeowner, including but not limited to collection of reasonable attorney's fees and costs associated with the legal proceedings or litigation necessitated by such a violation.

3. Article IX; Rules and Regulations of the By-Laws Section 5 is added to read as follows:

ARTICLE IX

Rules and Regulations

5. Vote of Members: The members of the Association may amend these By-Laws by mail or at a regular or special meeting of the members of the Association by a vote of 75% of the entire membership of the Association, either present in person or by mail. An amendment adopted prusuant to this provision cannot be amended or repealed by the Board of Directors. Said amendment may only be amended or repealed by the memebership of the Association by a vote of 75% of the entire membership of the Association.

4. In all other respects the By-Laws shall remain the same.

IN WITNESS WHEREOF, the "Members" have caused these amendments to be signed and sealed this 12 day of April, 1994, by their Board of Directors represented by its President, Jerome Koizim and Secretary, George Frank.

Signed, sealed and delivered in the presence of:

Anita Strauss
Witness as to both:

Jerome Koizim
Jerome Koizim, President

Carol White
Witness as to both:

George Frank
George Frank, Secretary

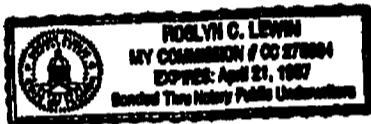
BR22093P60342

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th
day of April, 1994, by Jerome Koizim who is personally
known to me or who has produced FL Drivers License, as
identification and George Frank, who is personally known to me
or who has produced FL Drivers Lic. as identification, all of whom
did (did not) take an oath.

**THIS IS NOT AN
OFFICIAL COPY**

Roslyn C. Lewis
NOTARY PUBLIC
Name: Roslyn C. Lewis
My Commission Expires:



BK 22093PC0343

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

APR 17 1994

AMENDMENT TO HOMEOWNER ASSOCIATION BY-LAWS
OF
WOODMONT TRACT 70 HOMEOWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION NOT-FOR-PROFIT

AMENDMENT made this 9th day of February, 1996, by the Members of the Woodmont Tract 70 Homeowners Association, Inc., hereinafter called the "Members" as to that certain real property in Broward County, Florida, hereinafter called the "property", which is legally described as follows:

WOODMONT TRACT 70, according to the Plat thereof recorded in Plat Book 106, Page 39 of the Public Records of Broward County, Florida;

WHEREAS, the "members" are the owners of the Property in fee simple; and

WHEREAS, a Declaration of Restrictions and By-Laws to that Declaration herein called the "By-Laws", were recorded on October 10, 1980, at O.R Book 9175, Page 236, of the Public Records of Broward County, Florida, which the members of the Homeowners Association desire to amend;

WHEREAS, an amendment to those By-Laws was recorded on May 5, 1994, at O.R. Book 22093, Page 0341, of the Public Records of Broward County, Florida;

WHEREAS, all votes as required by the Homeowner's Association documents have been taken and passed and all requirements of the Declaration and By-Laws complied with;

NOW, THEREFORE, the members of the Association hereby amend the Declaration of Restrictions and By-laws as follows:

1. The Declaration of Restrictions for Woodmont Tract 70 Homeowners Association is amended as follows:

Provision 2. RESTRICTIONS section (c): No trade, business or any other type of commercial activity may be conducted upon any lot, unless the same is zoned for such use. This provision shall not, however, prohibit the temporary use of any lot or lots for use as a sales office from which will be sold portions of the subject property or improvements constructed hereto. In the event of a violation the association shall be entitled to a \$100.00 per day penalty for each day the prohibited activity is conducted on the property. The association shall also be entitled to all remedies available at law and/or equity against the homeowner, including but not limited to collection of reasonable attorneys fees and costs associated with the legal proceedings or litigation necessitated by such a violation.

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[Handwritten initials]
3

and,

2. The Declaration of Restrictions for Woodmont Tract 70 Homeowners Association is amended as follows:

Provision 2. RESTRICTIONS section (h): No automobiles or other vehicles may be parked or stored upon any non-paved area nor upon any public right-of-way. No truck, commercial vehicle, trailer, camper, boat or boat trailer may be parked or stored overnight upon any lot unless within an enclosed garage, or upon any public or private right-of way within the "Subject Property", except with the prior written approval of the Architectural Committee. In the event of a violation, the association shall be entitled to a \$25.00 per day penalty for each day that this section is violated. The association shall also be entitled to all remedies available at law and/or equity against the homeowner, including but not limited to collection of reasonable attorneys fees and costs associated with the legal proceedings or litigation necessitated by such a violation.

and,

OFFICIAL COPY

BK 24634PG0282

3. The following amendment is made to the Woodmont Tract 70 Homeowners Association By-laws:

(I) Dog Curbing: All homeowners walking their dog (s) shall pick up after the animal. In the event of a violation, the association shall be entitled to a \$25.00 per day penalty for failure to comply with this rule. The association shall also be entitled to all remedies available at law and/or equity against the homeowner, including but not limited to collection of reasonable attorneys fees and costs associated with the legal proceedings or litigation necessitated by such a violation.

4. In all other respects the Declaration of Restrictions and By-Laws shall remain the same.

IN WITNESS WHEREOF, the "Members" have caused these amendments to be signed and sealed this 9th day of February, 1996, by their Board of Directors represented by its President, Jerome Koizim, and its Secretary, George Frank.

Signed, sealed and delivered in the presence of:

Robert Lewin
Witness as to both:
Roslyn C. Lewin

Jerome Koizim
Jerome Koizim, President

Roslyn C. Lewin
Witness as to both:
Roslyn C. Lewin

George Frank
George Frank, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9 day of February, 1986, by Jerome Koizim, who is personally known to me or who has produced Florida License as identification and George Frank, who is personally known to me or who has produced Florida License as identification, all of whom did (did not) take an oath.

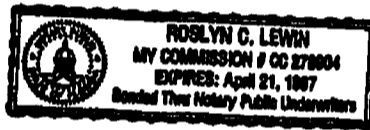
OFFICIAL COPY

Roslyn C. Lewin
NOTARY PUBLIC

Name: Roslyn C. Lewin

My Commission Expires:

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY RECORDS DEPARTMENT



BK 24634PG0283

**CONSENT AND JOINDER TO WOODMONT TRACT 70 SUPPLEMENTAL
DECLARATION OF RESTRICTIONS**

WHEREAS, JOYCE KABINOFF, as Trustee Under Agreement Dated September 5, 1995 (hereinafter referred to herein as the "Owner") are the record title holders of the following described property (hereinafter referred to as the "Property"):

**LOT 13, of WOODMONT TRACT 70, according to the Plat thereof, as recorded in
Plat Book 106, Page 39, of the Public Records of Broward County, Florida.
a/k/a: 7311 NW 83rd Way, Tamarac, FL 33321**

WHEREAS, the Property is situated within the boundaries of the community association known as Woodmont Tract 70 Homeowners Association, Inc. (the "Association");

WHEREAS, a Consent and Joinder was inadvertently not executed to the Supplemental Declaration of Restrictions(the "Declaration") recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida at the time the property was originally conveyed by the Developer.

WHEREAS, it is both the Owner's desire and the Association's desire to ensure that the Property remains subject to and bound by the Declaration at all times in the past and in the future;

WHEREAS, the Owner and the Association may be collectively referred to herein as the "Parties";

NOW THEREFORE, in consideration of the sum of Ten Dollars and 00/100 (\$10.00), or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged received in hand, the Parties hereby agree that:

1. The above recitals are hereby incorporated herein as true and correct.
2. The Owner hereby join and consent to the Supplemental Declaration Restrictions recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida, as governing the Property, uninterrupted, from the beginning of the recording of said Declaration up to these days present and into the future without limitation.
3. The Parties hereto specifically intend that, at all times, the Property be governed, bound by and controlled by the Declaration, uninterrupted, and that despite any potential interruption in the Declaration's burden on the Property, the Owner hereby consents to the application of such Declaration, nunc pro tunc, as if there were no such interruption.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 7 day of February, 2012.

WITNESSES

[Signature]
Sign
BENJAMIN LEACE
Print Name:

[Signature]
Sign
HERBERT KABINOFF
Print Name:

JOYCE KABINOFF, as Trustee Under Agreement Dated September 5, 1995

X [Signature]
Sign
X JOYCE KABINOFF
Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of FEB, 2012, by JOYCE KABINOFF, as Trustee Under Agreement Dated September 5, 1995, who is personally known to me, or who have produced _____ as identification, and did take an oath.



[Signature]
Notary Public, State of Florida
MARVIN BARIS
Print Name:

My Commission Expires:

WOODMONT TRACT 70
HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation

WITNESSES:

[Signature]
Sign

By: *Doreen Broder*

BENJAMIN LEACE
Print Name:

DOREEN BRODER
Print Name:

[Signature]
Sign

Title: Secretary

HELENE LEACE
Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29 day of FEB, 2012, by DOREEN BRODER, as Secretary of Woodmont Tract 70 Homeowners Association, Inc., who are personally known to me, or who have produced _____ as identification, and did take an oath.

[Signature]
Notary Public, State of Florida

My Commission Expires:



**CONSENT AND JOINDER TO WOODMONT TRACT 70 SUPPLEMENTAL
DECLARATION OF RESTRICTIONS**

WHEREAS, PAUL L. MERZER and ROSALYN MERZER (hereinafter and collectively referred to herein as the “Owners”) are the record title holders of the following described property (hereinafter referred to as the “Property”):

**LOT 16, of WOODMONT TRACT 70, according to the Plat thereof, as recorded in
Plat Book 106, Page 39, of the Public Records of Broward County, Florida.
a/k/a: 8340 NW 73rd Street, Tamarac, FL 33321**

WHEREAS, the Property is situated within the boundaries of the community association known as Woodmont Tract 70 Homeowners Association, Inc. (the “Association”);

WHEREAS, a Consent and Joinder was inadvertently not executed to the Supplemental Declaration of Restrictions (the “Declaration”) recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida at the time the property was originally conveyed by the Developer.

WHEREAS, it is both the Owners’ desire and the Association’s desire to ensure that the Property remains subject to and bound by the Declaration at all times in the past and in the future;

WHEREAS, the Owners and the Association may be collectively referred to herein as the “Parties”;

NOW THEREFORE, in consideration of the sum of Ten Dollars and 00/100 (\$10.00), or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged received in hand, the Parties hereby agree that:

1. The above recitals are hereby incorporated herein as true and correct.
2. The Owners hereby join and consent to the Supplemental Declaration Restrictions recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida, as governing the Property, uninterrupted, from the beginning of the recording of said Declaration up to these days present and into the future without limitation.
3. The Parties hereto specifically intend that, at all times, the Property be governed, bound by and controlled by the Declaration, uninterrupted, and that despite any potential interruption in the Declaration’s burden on the Property, the Owners hereby consent to the application of such Declaration, nunc pro tunc, as if there were no such interruption.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 29 day of FEB, 2012.

WITNESSES

Doreen Broder
Sign

DOREEN BRODER
Print Name:

[Signature]
Sign

BENJAMIN LEACE
Print Name:

PAUL L. MERZER

[Signature]
Sign

Paul Merzer
Print Name:

Doreen Broder
Sign

DOREEN BRODER
Print Name:

[Signature]
Sign

BENJAMIN LEACE
Print Name:

ROSALYN MERZER

[Signature]
Sign

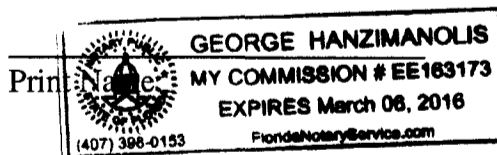
Rosalyn Merzer
Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29 day of FEB, 2012, by PAUL MERZER, and ROSALYN MERZER, who are personally known to me, or who have produced _____ as identification, and did take an oath.

[Signature]
Notary Public, State of Florida

My Commission Expires:



WOODMONT TRACT 70
HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation

WITNESSES:

[Signature]
Sign

BENJAMIN LEACE
Print Name:

[Signature]
Sign

HELENE LEACE
Print Name:

By: *[Signature]*

DOREEN BRODER
Print Name:

Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29 day of Feb, 2012, by DOREEN BRODER, as Secretary of Woodmont Tract 70 Homeowners Association, Inc., who are personally known to me, or who have produced _____ as identification, and did take an oath.

[Signature]
Notary Public, State of Florida

My Commission Expires:



**CONSENT AND JOINDER TO WOODMONT TRACT 70 SUPPLEMENTAL
DECLARATION OF RESTRICTIONS**

WHEREAS, LEONARD BROWN and CYNTHIA BROWN (hereinafter and collectively referred to herein as the “Owners”) are the record title holders of the following described property (hereinafter referred to as the “Property”):

**LOT 30, of WOODMONT TRACT 70, according to the Plat thereof, as recorded in
Plat Book 106, Page 39, of the Public Records of Broward County, Florida.
a/k/a: 7400 NW 83 Avenue, Tamarac, FL 33321**

WHEREAS, the Property is situated within the boundaries of the community association known as Woodmont Tract 70 Homeowners Association, Inc. (the “Association”);

WHEREAS, a Consent and Joinder was inadvertently not executed to the Supplemental Declaration of Restrictions (the “Declaration”) recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida at the time the property was originally conveyed by the Developer.

WHEREAS, it is both the Owners’ desire and the Association’s desire to ensure that the Property remains subject to and bound by the Declaration at all times in the past and in the future;

WHEREAS, the Owners and the Association may be collectively referred to herein as the “Parties”;

NOW THEREFORE, in consideration of the sum of Ten Dollars and 00/100 (\$10.00), or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged received in hand, the Parties hereby agree that:

1. The above recitals are hereby incorporated herein as true and correct.
2. The Owners hereby join and consent to the Supplemental Declaration Restrictions recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida, as governing the Property, uninterrupted, from the beginning of the recording of said Declaration up to these days present and into the future without limitation.
3. The Parties hereto specifically intend that, at all times, the Property be governed, bound by and controlled by the Declaration, uninterrupted, and that despite any potential interruption in the Declaration’s burden on the Property, the Owners hereby consent to the application of such Declaration, nunc pro tunc, as if there were no such interruption.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 21 day of JANUARY, 2012.

WITNESSES

[Signature]
Sign
BENJAMIN LEACE

Print Name:
Sara Leace

Sign
Sara Leace

Print Name:

[Signature]
Sign
BENJAMIN LEACE

Print Name:
Sara Leace

Sign
Sara Leace

Print Name:

LEONARD BROWN
[Signature]

Sign
LEONARD BROWN

Print Name:

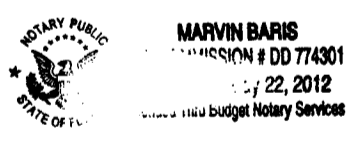
CYNTHIA BROWN
[Signature]

Sign
Cynthia D. BROWN

Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of FEB, 2012, by LEONARD BROWN, and CYNTHIA BROWN, who are personally known to me, or who have produced _____ as identification, and did take an oath.



[Signature]
Notary Public, State of Florida
MARVIN BARIS

Print Name:

My Commission Expires:



WOODMONT TRACT 70
HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation

WITNESSES:

[Signature]
Sign

BENJAMIN LEACE
Print Name:

[Signature]
Sign

HELENE LEACE
Print Name:

By: *[Signature]*

DOREEN BRODER
Print Name:

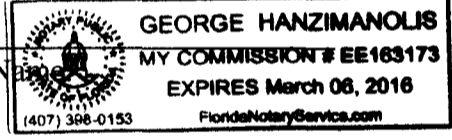
Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29 day of FEB,
2012, by DOREEN BRODER, as Secretary of Woodmont Tract 70 Homeowners
Association, Inc., who are personally known to me, or who have produced
_____ as identification, and did take an oath.

[Signature]
Notary Public, State of Florida

My Commission Expires:

Print Name: 

**CONSENT AND JOINDER TO WOODMONT TRACT 70 SUPPLEMENTAL
DECLARATION OF RESTRICTIONS**

WHEREAS, GREGORY B. GILLAM and VICKY L. GILLAM (hereinafter and collectively referred to herein as the “Owners”) are the record title holders of the following described property (hereinafter referred to as the “Property”):

SEE ATTACHED EXHIBIT “A”

a/k/a: 7410 NW 83rd Avenue, Tamarac, FL 33321

WHEREAS, the Property is situated within the boundaries of the community association known as Woodmont Tract 70 Homeowners Association, Inc. (the “Association”);

WHEREAS, a Consent and Joinder was inadvertently not executed to the Supplemental Declaration of Restrictions (the “Declaration”) recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida at the time the property was originally conveyed by the Developer.

WHEREAS, it is both the Owners’ desire and the Association’s desire to ensure that the Property remains subject to and bound by the Declaration at all times in the past and in the future;

WHEREAS, the Owners and the Association may be collectively referred to herein as the “Parties”;

NOW THEREFORE, in consideration of the sum of Ten Dollars and 00/100 (\$10.00), or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged received in hand, the Parties hereby agree that:

1. The above recitals are hereby incorporated herein as true and correct.
2. The Owners hereby join and consent to the Supplemental Declaration Restrictions recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida, as governing the Property, uninterrupted, from the beginning of the recording of said Declaration up to these days present and into the future without limitation.
3. The Parties hereto specifically intend that, at all times, the Property be governed, bound by and controlled by the Declaration, uninterrupted, and that despite any potential interruption in the Declaration’s burden on the Property, the Owners hereby consent to the application of such Declaration, nunc pro tunc, as if there were no such interruption.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 21 day of JANUARY, 2012.

WITNESSES

[Signature]
Sign

BENJAMIN LEACE

Print Name:

[Signature]

Sign Sara Leace

Print Name:

GREGORY B. GILLAM
[Signature]
Sign

GREGORY B. GILLAM

Print Name:

[Signature]
Sign

BENJAMIN LEACE

Print Name:

[Signature]

Sign Sara Leace

Print Name:

VICKY L. GILLAM
[Signature]
Sign

Vicky L. Gillam

Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of FEB, 2012, by GREGORY GILLAM, and VICKY GILLAM, who are personally known to me, or who have produced _____ as identification, and did take an oath.



[Signature]
Notary Public, State of Florida

MARVIN BARIS

Print Name:

My Commission Expires:

WOODMONT TRACT 70
HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation

WITNESSES:

[Signature]
Sign

By: Doreen Broder

BENJAMIN LEACE
Print Name

DOREEN BRODER
Print Name:

[Signature]
Sign

Title: Secretary

HELENE LEACE
Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29 day of FEB, 2012, by DOREEN BRODER, as Secretary of Woodmont Tract 70 Homeowners Association, Inc., who are personally known to me, or who have produced _____ as identification, and did take an oath.

[Signature]
Notary Public, State of Florida

My Commission Expires:

Print Name:



**CONSENT AND JOINDER TO WOODMONT TRACT 70 SUPPLEMENTAL
DECLARATION OF RESTRICTIONS**

WHEREAS, DAVID GUTIERREZ, a single man (hereinafter referred to herein as the “Owner”) are the record title holders of the following described property (hereinafter referred to as the “Property”):

**LOT 14, of WOODMONT TRACT 70, according to the Plat thereof, as recorded in
Plat Book 106, Page 39, of the Public Records of Broward County, Florida.
a/k/a: 7301 NW 83rd Way, Tamarac, FL 33321**

WHEREAS, the Property is situated within the boundaries of the community association known as Woodmont Tract 70 Homeowners Association, Inc. (the “Association”);

WHEREAS, a Consent and Joinder was inadvertently not executed to the Supplemental Declaration of Restrictions (the “Declaration”) recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida at the time the property was originally conveyed by the Developer.

WHEREAS, it is both the Owner’s desire and the Association’s desire to ensure that the Property remains subject to and bound by the Declaration at all times in the past and in the future;

WHEREAS, the Owner and the Association may be collectively referred to herein as the “Parties”;

NOW THEREFORE, in consideration of the sum of Ten Dollars and 00/100 (\$10.00), or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged received in hand, the Parties hereby agree that:

1. The above recitals are hereby incorporated herein as true and correct.
2. The Owner hereby join and consent to the Supplemental Declaration Restrictions recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida, as governing the Property, uninterrupted, from the beginning of the recording of said Declaration up to these days present and into the future without limitation.
3. The Parties hereto specifically intend that, at all times, the Property be governed, bound by and controlled by the Declaration, uninterrupted, and that despite any potential interruption in the Declaration’s burden on the Property, the Owner hereby consents to the application of such Declaration, nunc pro tunc, as if there were no such interruption.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 22 day of JANUARY, 2012.

WITNESSES

Sign [Signature]
Print Name: BENJAMIN LEACE

Sign [Signature]
Print Name: DOREEN BRODER

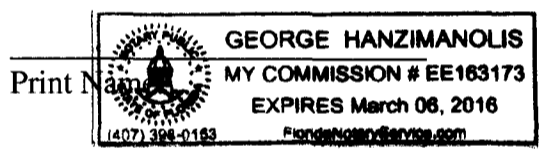
DAVID GUTIERREZ
x [Signature]
Sign
x David Gutierrez
Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22 day of JANUARY, 2012, by DAVID GUTIERREZ, who is personally known to me, or who have produced _____ as identification, and did take an oath.

[Signature]
Notary Public, State of Florida

My Commission Expires:



WOODMONT TRACT 70
HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation

WITNESSES:

[Signature]
Sign

BENJAMIN LEACE
Print Name:

[Signature]
Sign

HELENE LEACE
Print Name:

By: *[Signature]*

DOREEN BRODER
Print Name:

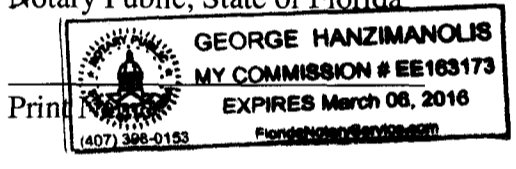
Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29 day of Feb, 2012, by DOREEN BRODER, as Secretary of Woodmont Tract 70 Homeowners Association, Inc., who are personally known to me, or who have produced _____ as identification, and did take an oath.

[Signature]
Notary Public, State of Florida

My Commission Expires:



**CONSENT AND JOINDER TO WOODMONT TRACT 70 SUPPLEMENTAL
DECLARATION OF RESTRICTIONS**

WHEREAS, JOSE SANCHEZ and JULANN SANCHEZ (hereinafter and collectively referred to herein as the "Owners") are the record title holders of the following described property (hereinafter referred to as the "Property"):

**LOT 9, of WOODMONT TRACT 70, according to the Plat thereof, as recorded in Plat Book 106, Page 39, of the Public Records of Broward County, Florida.
a/k/a: 7351 NW 83 Way, Tamarac, FL 33321**

WHEREAS, the Property is situated within the boundaries of the community association known as Woodmont Tract 70 Homeowners Association, Inc. (the "Association");

WHEREAS, a Consent and Joinder was inadvertently not executed to the Supplemental Declaration of Restrictions (the "Declaration") recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida at the time the property was originally conveyed by the Developer.

WHEREAS, it is both the Owners' desire and the Association's desire to ensure that the Property remains subject to and bound by the Declaration at all times in the past and in the future;

WHEREAS, the Owners and the Association may be collectively referred to herein as the "Parties";

NOW THEREFORE, in consideration of the sum of Ten Dollars and 00/100 (\$10.00), or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged received in hand, the Parties hereby agree that:

1. The above recitals are hereby incorporated herein as true and correct.
2. The Owners hereby join and consent to the Supplemental Declaration Restrictions recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida, as governing the Property, uninterrupted, from the beginning of the recording of said Declaration up to these days present and into the future without limitation.
3. The Parties hereto specifically intend that, at all times, the Property be governed, bound by and controlled by the Declaration, uninterrupted, and that despite any potential interruption in the Declaration's burden on the Property, the Owners hereby consent to the application of such Declaration, nunc pro tunc, as if there were no such interruption.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 7 day of FEBRUARY, 2012.

WITNESSES

[Signature]
Sign
BENJAMIN LEACE
Print Name:

[Signature]
Sign
HELENE LEACE
Print Name:

JOSE SANCHEZ
[Signature]
Sign
Jose Sanchez
Print Name:

[Signature]
Sign
BENJAMIN LEACE
Print Name:

[Signature]
Sign
HELENE LEACE
Print Name:

JULANN SANCHEZ
[Signature]
Sign
Julann Sanchez
Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of FEB, 2012, by JOSE SANCHEZ, and JULIAN SANCHEZ, who are personally known to me, or who have produced _____ as identification, and did take an oath.



[Signature]
Notary Public, State of Florida
MARVIN BARIS
Print Name:

My Commission Expires:

WOODMONT TRACT 70
HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation

WITNESSES:

Helene Leace
Sign

HELENE LEACE
Print Name:

Benjamin Leace
Sign

BENJAMIN LEACE
Print Name:

By: Doreen Broder

DOREEN BRODER
Print Name:

Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 27 day of FEB, 2012, by DOREEN BRODER, as Secretary of Woodmont Tract 70 Homeowners Association, Inc., who are personally known to me, or who have produced _____ as identification, and did take an oath.

George Hanzimanolis
Notary Public, State of Florida

My Commission Expires:

Print Notary Public

GEORGE HANZIMANOLIS
MY COMMISSION # EE163173
EXPIRES March 06, 2016
FloridaNotaryService.com
(407) 398-0153

**CONSENT AND JOINDER TO WOODMONT TRACT 70 SUPPLEMENTAL
DECLARATION OF RESTRICTIONS**

WHEREAS, STANLEY GROSS and SYLVIA GROSS (hereinafter and collectively referred to herein as the “Owners”) are the record title holders of the following described property (hereinafter referred to as the “Property”):

**LOT TWENTY (20), of WOODMONT TRACT 70, according to the Plat thereof, as recorded in Plat Book 106, Page 39, of the Public Records of Broward County, Florida.
a/k/a: 8300 NW 73rd Street, Tamarac, FL 33321**

WHEREAS, the Property is situated within the boundaries of the community association known as Woodmont Tract 70 Homeowners Association, Inc. (the “Association”);

WHEREAS, a Consent and Joinder was inadvertently not executed to the Supplemental Declaration of Restrictions (the “Declaration”) recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida at the time the property was originally conveyed by the Developer.

WHEREAS, it is both the Owners’ desire and the Association’s desire to ensure that the Property remains subject to and bound by the Declaration at all times in the past and in the future;

WHEREAS, the Owners and the Association may be collectively referred to herein as the “Parties”;

NOW THEREFORE, in consideration of the sum of Ten Dollars and 00/100 (\$10.00), or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged received in hand, the Parties hereby agree that:

1. The above recitals are hereby incorporated herein as true and correct.
2. The Owners hereby join and consent to the Supplemental Declaration Restrictions recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida, as governing the Property, uninterrupted, from the beginning of the recording of said Declaration up to these days present and into the future without limitation.
3. The Parties hereto specifically intend that, at all times, the Property be governed, bound by and controlled by the Declaration, uninterrupted, and that despite any potential interruption in the Declaration’s burden on the Property, the Owners hereby consent to the application of such Declaration, nunc pro tunc, as if there were no such interruption.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 29 day of Feb, 2012.

WITNESSES

Doreen Broder
Sign
DOREEN BRODER
Print Name:

Benjamin Leace
Sign
BENJAMIN LEACE
Print Name:

STANLEY GROSS
Stanley Gross
Sign
STANLEY GROSS
Print Name:

Doreen Broder
Sign
DOREEN BRODER
Print Name:

Benjamin Leace
Sign
BENJAMIN LEACE
Print Name:

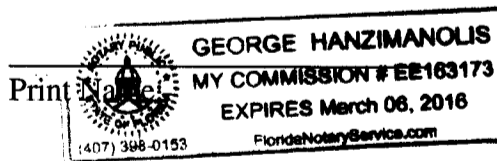
SYLVIA GROSS
Sylvia Gross
Sign
SYLVIA GROSS
Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29 day of FEB, 2012, by STANLEY GROSS, and SYLVIA GROSS, who are personally known to me, or who have produced _____ as identification, and did take an oath.

George Hanzimanolis
Notary Public, State of Florida

My Commission Expires:



WOODMONT TRACT 70
HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation

WITNESSES:

[Signature]
Sign

BENJAMIN LEACE
Print Name:

[Signature]
Sign

HELENE LEACE
Print Name:

By: Doreen Broder

DOREEN BRODER
Print Name:

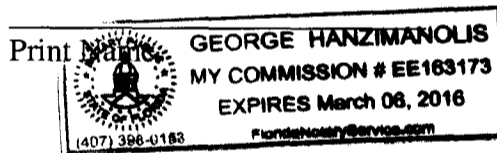
Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 27 day of FEB, 2012, by Doreen Broder, as Secretary of Woodmont Tract 70 Homeowners Association, Inc., who are personally known to me, or who have produced _____ as identification, and did take an oath.

[Signature]
Notary Public, State of Florida

My Commission Expires:



**CONSENT AND JOINDER TO WOODMONT TRACT 70 SUPPLEMENTAL
DECLARATION OF RESTRICTIONS**

WHEREAS, KENNETH RADER and MARIA RADER (hereinafter and collectively referred to herein as the “Owners”) are the record title holders of the following described property (hereinafter referred to as the “Property”):

**LOT 17, of WOODMONT TRACT 70, according to the Plat thereof, as recorded in
Plat Book 106, Page 39, of the Public Records of Broward County, Florida.
a/k/a: 8330 NW 73rd Street, Tamarac, FL 33321**

WHEREAS, the Property is situated within the boundaries of the community association known as Woodmont Tract 70 Homeowners Association, Inc. (the “Association”);

WHEREAS, a Consent and Joinder was inadvertently not executed to the Supplemental Declaration of Restrictions (the “Declaration”) recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida at the time the property was originally conveyed by the Developer.

WHEREAS, it is both the Owners’ desire and the Association’s desire to ensure that the Property remains subject to and bound by the Declaration at all times in the past and in the future;

WHEREAS, the Owners and the Association may be collectively referred to herein as the “Parties”;

NOW THEREFORE, in consideration of the sum of Ten Dollars and 00/100 (\$10.00), or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged received in hand, the Parties hereby agree that:

1. The above recitals are hereby incorporated herein as true and correct.
2. The Owners hereby join and consent to the Supplemental Declaration Restrictions recorded in Official Records Book 12736 at Page 721, et. seq. of the Public Records of Broward County, Florida, as governing the Property, uninterrupted, from the beginning of the recording of said Declaration up to these days present and into the future without limitation.
3. The Parties hereto specifically intend that, at all times, the Property be governed, bound by and controlled by the Declaration, uninterrupted, and that despite any potential interruption in the Declaration’s burden on the Property, the Owners hereby consent to the application of such Declaration, nunc pro tunc, as if there were no such interruption.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 20th day of January, 2012.

WITNESSES

[Signature]
Sign

BENJAMIN LEACE
Print Name:

[Signature]
Sign

HELENE LEACE
Print Name:

KENNETH RADER
[Signature]
Sign

KENNETH RADER
Print Name:

[Signature]
Sign

BENJAMIN LEACE
Print Name:

[Signature]
Sign

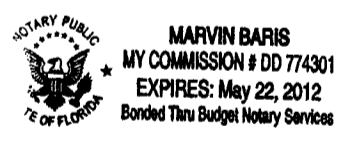
HELENE LEACE
Print Name:

MARIA RADER
[Signature]
Sign

MARIA RADER
Print Name:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of FEB, 2012, by KENNETH RADER, and MARIA RADER, who are personally known to me, or who have produced _____ as identification, and did take an oath.



[Signature]
Notary Public, State of Florida

MARVIN BARIS
Print Name:

My Commission Expires:

WOODMONT TRACT 70
HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation

WITNESSES:

Helene Leace
Sign

HELENE LEACE
Print Name:

Benjamin Leace
Sign

BENJAMIN LEACE
Print Name:

By: *Doreen Broder*

DOREEN BRODER
Print Name:

Title: Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29 day of FEB, 2012, by DOREEN BRODER, as Secretary of Woodmont Tract 70 Homeowners Association, Inc., who are personally known to me, or who have produced _____ as identification, and did take an oath.

George Hanzimanolis
Notary Public, State of Florida

My Commission Expires:

Print Name: **GEORGE HANZIMANOLIS**
MY COMMISSION # EE163173
EXPIRES March 06, 2016
FloridaNotaryService.com
147) 398-0153